



CREDIT NUMBER 5377-NI
GRANT NUMBER H912-NI

Financing Agreement

(Sustainable Rural Water Supply and Sanitation Sector Project)

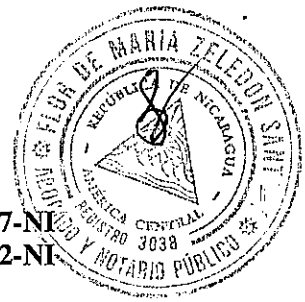
between

REPUBLIC OF NICARAGUA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated April 3, 2014



CREDIT NUMBER 5377-NI
GRANT NUMBER H912-NI

FINANCING AGREEMENT

AGREEMENT dated April 3, 2014, entered into between REPUBLIC OF NICARAGUA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant and a credit (collectively, "Financing") in the following amounts to assist in financing the project described in Schedule 1 to this Agreement ("Project"):
 - (a) an amount equivalent to ten million two hundred thousand Special Drawing Rights (SDR 10,200,000) ("Grant"); and
 - (b) the amount of fourteen million three hundred thousand Dollars (\$14,300,000) ("Credit").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.



- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to the greater of: (a) the sum of three-fourths of one percent ($3/4$ of 1%) per annum plus the Basis Adjustment; and (b) three-fourths of one percent ($3/4$ of 1%) per annum.
- 2.05. The Payment Dates are April 15 and October 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, and in accordance with the provisions of Article IV of the General Conditions, the Recipient shall:
- (a) cause FISE to carry out Parts 1, 2, and 3 of the Project with:
 - (i) the participation of Municipalities, UMAS, CAPS, governments of the RAAN and RAAS, communities located in the Alto Wangki y Bokay Area, and/or the WSS Sector Support Institutions, as applicable, for purposes of Part 1 of the Project;
 - (ii) the assistance of the Eligible Municipalities for purposes of Part 2(A) of the Project;
 - (iii) the assistance of the Eligible Municipalities, and the respective Project Committees, as applicable, for purposes of Part 2(B)(i) of the Project;
 - (iv) the assistance of the respective Project Committees, as applicable, for purposes of Part 2(B)(ii) of the Project; and
 - (v) the assistance of the Eligible Municipalities or the participation of the WSS Sector Support Institutions, as applicable, for Parts 2(C) and 3 of the Project; and
 - (b) cause the Coordinating Authority to carry out Part 4 of the Project.



- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. (a) The Additional Events of Suspension consist of the following:
- (i) The FISE Legislation has been amended, suspended, abrogated, repealed, waived or not enforced so as to affect materially and adversely, in the opinion of the Association, the ability of FISE to perform any of its obligations under the Subsidiary Agreement.
 - (ii) The Procurement Law has been amended, suspended, abrogated, repealed or waived so as to render its Article 5 (e) ineffective, in the opinion of the Association, and no provision analogous to such Article 5 (e) has been adopted to replace said provision.
 - (iii) The Water Law and/or the Municipality Law have been amended, suspended, abrogated, repealed, waived or not enforced so as to affect materially and adversely, in the opinion of the Association, the implementation of the Project or the achievement of its objective.
 - (iv) FISE shall have failed to comply with any of its obligations under the Subsidiary Agreement.
 - (v) An Eligible Municipality shall have failed to comply with any of its obligations under a Subproject Agreement to which it is a party.
- (b) Notwithstanding the rights contained in Section 6.02 of the General Conditions, it is understood that if any of the events specified in subparagraph (v) above shall have occurred, the Association may, by notice to the Recipient, choose to suspend in whole or in part the right of the Recipient to make withdrawals from the Financing Account for expenditures solely in respect of the concerned Eligible Municipality.

- 4.02. The Additional Events of Acceleration consist of the following:



- (a) Any of the events specified in paragraphs (a)(i) or (a)(ii), or (a)(iii) of Section 4.01 of this Agreement occurs.
- (b) The event specified in paragraph (a)(iv) of Section 4.01 of this Agreement occurs and is continuing for a period of 60 days after notice of the event has been given by the Association to the Recipient.

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Conditions of Effectiveness consist of the following:

- (a) The Subsidiary Agreement has been executed on behalf of the Recipient and FISE.
- (b) The Operational Manual, in form and substance satisfactory to the Association, has been prepared and adopted by FISE, as provided in Section I.D.1 of Schedule 2 to this Agreement.
- (c) The final requests for proposals (and the terms of reference included therein) for the procurement of the external auditors for the Project, all in form and substance acceptable to the Association, have been prepared by FISE, and delivered to the Association.

5.02. The Additional Legal Matter consists of, namely, that the Subsidiary Agreement has been duly authorized or ratified by the Recipient and FISE, and is legally binding upon the Recipient and FISE in accordance with its terms.

5.03. Without prejudice to the provisions of the General Conditions, the Effectiveness Deadline is the date ninety (90) days after the date of this Agreement, but in no case later than the date eighteen (18) months after the Association's approval of the Financing which expires on September 18, 2015.

5.04. For purposes of Section 8.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty years after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient's Representative is its Minister of Finance and Public Credit.



6.02. The Recipient's Address is:

Ministerio de Hacienda y Crédito Público
Avenida Bolívar, Frente a la Asamblea Nacional
Managua, Nicaragua

Facsimile: (505) 22-22-3033

6.03. The Association's Address is:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable:

Telex:

Facsimile:

INDEVAS
Washington, D.C.

248423 (MCI)

1-202-477-6391

AGREED at Managua, Republic of Nicaragua this 19 day
and year first above written.

REPUBLIC OF NICARAGUA

By



Authorized Representative

Name: Ivan Acosta
Title: Minister of finance

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Camille Nuamah
Title: Country Manager



SCHEDULE 1

Project Description

The objectives of the Project are to: (a) increase the access to sustainable water supply and sanitation services in selected poor rural areas of the Recipient through the consolidation of rural water supply and sanitation sector institutions and the provision of adequate infrastructure; and (b) improve the Recipient's capacity to respond promptly and effectively to an Eligible Emergency.

The Project consists of the following parts:

Part 1. Strengthening of the Rural Water Supply and Sanitation Sector

A: Institutional Strengthening of the Rural Water Supply and Sanitation Sector

- (i) Support FISE in the articulation and harmonization of policies, norms, planning instruments, and approaches to enhance institutional coordination at national, municipal, regional and community levels (including through, *inter alia*, the carrying out of sector workshops, knowledge-sharing activities, and communication campaigns).
- (ii) Support the development of PISASH's rural component through the provision of technical assistance.
- (iii) (a) Strengthen FISE's capacity to lead the water supply and sanitation sector, through the provision of technical assistance and training; (b) support the development of a plan for the internal re-organization of FISE; and (c) upgrade FISE's office equipment and carry out minor civil works for refurbishment of office space.
- (iv) Support FISE in the preparation, consolidation, and dissemination of instruments to promote international best practices on water supply and sanitation sector harmonization.

B: Strengthening of an Integrated Structure for Sustainability of Rural Water Supply and Sanitation Services

- (i) Support the preparation of rural water supply and sanitation plans for Municipalities and territories located in the Alto Wangki y Bokay Area, which plans shall include, *inter alia*, an assessment of the needs related to training, equipment, staffing, institutional strengthening, capacity building, and investments, of said Municipalities and territories, all selected pursuant to the criteria set forth in the Operational Manual.



- (ii) Support the institutional strengthening and capacity building for the WSS sector of selected UMAS, the governments of the RAAN and RAAS, and the territorial authorities in the Alto Wangki y Bokay Area.
- (iii) Support the capacity building and training of selected CAPS, and selected communities that are not benefitting from the investments under Part 2 of the Project and which meet the criteria set forth in the Operational Manual.
- (iv) Support the strengthening of coordination mechanisms between FISE and sub-national stakeholders.
- (v) Support the strengthening of SIASAR through provision of data collection equipment, dissemination, coordination activities amongst sector institutions, and support to Municipalities and other stakeholders for the improved access and use of SIASAR.

C: Project Management, Monitoring, and Evaluation

Support FISE for: (i) the implementation, monitoring and evaluation of the Project, including support for its overall reporting responsibilities under the Project; and (ii) the carrying out of: (A) technical and procurement audits of the Project; (B) a Project evaluation; and (C) the IAPPF, the RPF, and the ESMF.

Part 2. Increase Sustainable Water Supply and Sanitation Coverage in Rural Areas

A: Increase Sustainable Water and Sanitation Coverage in the Pacific, Center, and North Regions. Support Eligible Municipalities in the Pacific, Center, and North Regions to increase coverage of WSS services in their rural areas through the carrying out of Subprojects.

B: Increase Sustainable Water and Sanitation Coverage in the Atlantic Regions and Alto Wangki y Bokay Area. Support: (i) Eligible Municipalities in RAAN and RAAS to increase coverage of WSS services in their rural areas through the carrying out of Subprojects; and (ii) communities in the Alto Wangki y Bokay Area, to increase coverage of WSS services in their rural areas through the carrying out of Alto Wangki and Bokay Investments.

C: Alliances for Sanitation. Design and implement a strategy (which includes, *inter alia*, the carrying out of a communication campaign) to support the implementation of FISE's sanitation marketing program in Selected Municipalities, which program consists of, *inter alia*, providing financial access to households to acquire sanitary equipment and to improve sanitary facilities.



Part 3. Innovations in Rural Water, Sanitation and Hygiene

Developing, carrying out, monitoring and evaluating Pilot Subprojects selected pursuant to the criteria set forth in the Operations Manual, and acceptable to the Association, aimed at testing new approaches to needs in the areas of water quality; resilience to climate change and natural disasters; operation and maintenance strategies; and innovative technologies for rural WSS access, all in Selected Municipalities.

Part 4. Contingent Emergency Response

Providing immediate response to an Eligible Emergency, as needed.



SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. The Recipient shall cause FISE to maintain, throughout Project implementation, professional staff required for Project implementation as set forth in the Operational Manual, all with qualifications and experience satisfactory to the Association.
2. Prior to carrying out any activity under Part 2.B. of the Project, the Recipient shall establish and thereafter operate and maintain throughout Project implementation a Project Committee for each area covering the RAAS, RAAN and the Alto Wangki y Bokay Area, with composition and terms of reference as set forth in the Operational Manual and satisfactory to the Association. The terms of reference shall include providing strategic and policy guidance and approvals for the carrying out of Subprojects under Part 2.B. of the Project.
3. Notwithstanding the provisions of Section 3.01 of this Agreement, in the event that FISE decides, with the prior approval of the Association, to delegate implementation responsibilities (including, *inter alia*, financial management and procurement responsibilities) for any of the Pilot Subprojects under Part 3 of the Project to an Eligible Municipality, then the Recipient shall cause FISE to ensure that the provisions set forth in Section I.E and I.F of Schedule 2 to this Agreement shall apply to the respective Pilot Subproject under Part 3 of the Project and to the relationship between FISE and the respective Eligible Municipality.

B. Subsidiary Agreement.

1. To facilitate the carrying out of Parts 1, 2 and 3 of the Project, the Recipient shall make the proceeds of the Financing available to FISE under a subsidiary agreement (Subsidiary Agreement) to be entered into between the Recipient and FISE, under terms and conditions acceptable to the Association, which shall include, *inter alia*:
 - (a) the obligation of the Recipient to provide FISE with the funds, facilities, services and other resources required to enable FISE to carry out Parts 1, 2, and 3 of the Project, including the transfer of the proceeds of the Financing on a grant basis;
 - (b) the obligation of FISE to:



- (i) carry out Parts 1, 2, 3 of the Project with due diligence and efficiency, and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the Operational Manual, the provisions of the Anti-Corruption Guidelines applicable to recipients of Financing proceeds other than the Recipient, and the pertinent provisions of the Financing Agreement as applicable to FISE (including the provisions set forth in Section I.F of this Schedule);
- (ii) provide, promptly as needed, any additional resources within its control required for the purpose of carrying out Parts 1, 2, and 3 of the Project;
- (iii) (A) procure or cause to be procured the goods, works, Non-consulting Services, and consultants' services to be financed out of the Financing in accordance with the provisions of this Agreement; and (B) conduct the audits referred to in Section V.A. and V.B. of Schedule 2 to this Agreement;
- (iv) (A) prior to the carrying out of any Subproject under Parts 2(A), 2(B)(i), or 3 (if the event mentioned in Section I.A.3 of this Schedule occurs), enter into a Subproject Agreement with the respective Eligible Municipality, as provided in Section I.E of Schedule 2 to this Agreement; and (B) upon approval by the Project Committee of an Alto Wangki y Bokay Investment, carry out said Alto Wangki y Bokay Investment in accordance with the pertinent provisions of this Agreement and the participation of the Eligible Community;
- (v) maintain, throughout Project implementation, professional staff required for Project implementation as provided in Section I.A.1 of Schedule 2 to this Agreement;
- (vi) maintain policies and procedures adequate to enable it to monitor and evaluate, in accordance with indicators acceptable to the Association and set forth in the Operational Manual, the progress of Parts 1, 2, and 3 of the Project and the achievement of its objectives;
- (vii) (A) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect its operations and financial condition, including operations, resources and expenditures related to Parts



1, 2, and 3 of the Project; and (B) have such financial statements audited by independent auditors acceptable to the Association in accordance with consistently applied auditing standards acceptable to the Association (each audit covering one fiscal year of FISE), and furnish the statements as so audited to the Recipient and the Association in a timely manner, taking into account the Recipient's own reporting obligations set forth in this Agreement;

- (viii) enable the Recipient and the Association to inspect Parts 1, 2, and 3 of the Project, its operation and relevant records and documents; and
 - (ix) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing; and
- (c) the right of the Recipient to suspend or terminate the right of FISE to use the proceeds of the Financing, and the right of the Recipient to obtain a refund from FISE of all or any part of the amount of the Financing then withdrawn by FISE, upon FISE's failure to perform any of its obligations under the Subsidiary Agreement.

2. The Recipient shall exercise its rights and carry out its obligations under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, terminate, abrogate, waive or fail to enforce the Subsidiary Agreement or any of its provisions.

C. Anti-Corruption.

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

D. Project Operational Manual.

1. The Recipient shall cause FISE to: (a) prepare and adopt an operational manual ("Operational Manual"), in form and substance acceptable to the Association; and (b) carry out Parts 1, 2, and 3 of the Project in accordance with the terms of the Operational Manual, which shall include, *inter alia*:
- (i) the procedures for the carrying out, monitoring and evaluation of said Parts of the Project (including the procurement,

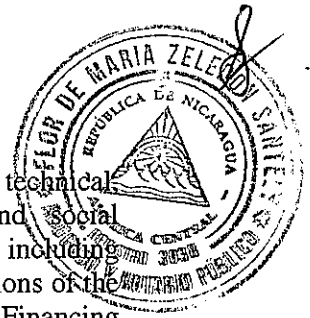


disbursement, financial management, social and environmental requirements thereof);

- (ii) the staff in FISE required for implementation of said Parts of the Project, including the necessary qualifications and experience for such positions;
 - (iii) the criteria for selecting Eligible Municipalities;
 - (iv) the criteria for the eligibility, approval, implementation, monitoring and evaluation of Subprojects and Alto Wangki y Bokay Investments, including, *inter alia*: (A) the Subprojects and Alto Wangki y Bokay Investments cycle, as applicable; (B) the amount of counterpart contribution, in cash or in kind, required for each type of investment under a Subproject and a Alto Wangki y Bokay Investment; and (C) the eligibility criteria and procedures for participation of the Eligible Communities in the implementation of Alto Wangki y Bokay Investments; and
 - (v) the indicators for Project monitoring and evaluation (the Performance Indicators).
2. In the case of any conflict between the terms of the Operational Manual and those of this Agreement, the terms of this Agreement shall prevail.

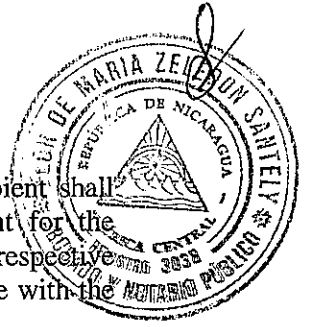
E. Subprojects.

1. For purposes of carrying out any Subproject under Parts 2.A and 2.B (i) and Pilot Subprojects under Part 3 of the Project (if the event mentioned in Section I.A.3 of this Schedule occurs), the Recipient shall cause FISE to:
- (a) prior to carrying out each Subproject, enter into an agreement (the Subproject Agreement) with each Eligible Municipality under terms and conditions satisfactory to the Association, which shall include, *inter alia*:
 - (i) the obligation of FISE to provide to the Eligible Municipality the facilities, services and other resources required to enable the Eligible Municipality to participate in the carrying out of the respective Subproject, including, as applicable, a portion of the proceeds of the Financing necessary to contract the works, goods, Non-Consulting Services and consultants' services under the respective Subproject;
 - (ii) the obligation of the Eligible Municipality to: (A) cooperate in the carrying out of the respective Subproject with due diligence



and efficiency, and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the Operational Manual, the provisions of the Anti-Corruption Guidelines applicable to recipients of Financing proceeds other than the Recipient and the provisions set forth in Section I.F of Schedule 2 to this Agreement; (B) provide, promptly as needed, the resources required for the purpose of carrying out the respective Subproject, including without limitation the counterpart contribution in cash or in kind required for each type of investment under a Subproject in the percentages set forth in the Operational Manual; (C) in cooperation with FISE, ensure that all goods, works, Non-consulting Services, and consultants' services to be financed out of the Financing are procured in accordance with the provisions of this Agreement; (D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Subproject and the achievement of its objectives; (E) enable the Recipient, FISE and the Association to inspect the Subproject, its operation and any relevant records and documents; (F) prepare and furnish to the Recipient, FISE and the Association all such information as the Recipient, FISE or the Association shall reasonably request relating to the foregoing; and (G) in the event that community participation is envisaged in the implementation of the respective Subproject, ensure that it complies with the criteria and procedures set forth in the Operational Manual for community participation in the implementation of Subprojects; and

- (iii) the right of FISE to suspend or terminate the right of the Eligible Municipality to participate in the Subproject and/or to benefit from the proceeds of the Financing, upon the Eligible Municipality's failure to perform any of its obligations under the respective Subproject Agreement; and
- (b)
 - (i) exercise its rights and carry out its obligations under each Subproject Agreement in such manner as to protect the interests of the Recipient, FISE, and the Association and to accomplish the purposes of the Financing; and
 - (ii) except as the Association shall otherwise agree, not assign, amend, terminate, abrogate, waive or fail to enforce any Subproject Agreement or any provision thereof.



2. Without limitation to the provisions of paragraph 1 above, the Recipient shall cause FISE to ensure that prior to signing a Subproject Agreement for the carrying out of any Subproject under Part 2.B.(i) of the Project, the respective Subproject has been approved by the Project Committee, in accordance with the procedures set forth in the Operational Manual.
3. The Recipient shall cause FISE to carry out Alto Wangki y Bokay Investments with the participation of the Eligible Communities, all in accordance with the implementation procedures set forth in the Operational Manual.

F. Safeguards.

1. The Recipient shall carry out, and shall cause FISE to carry out, Parts 1, 2, and 3 of the Project in accordance with the ESMF (and any environmental management plans prepared thereunder), RPF (and any resettlement action plans prepared thereunder) and IAPPF (and any indigenous peoples plans prepared thereunder). The Recipient shall not, and shall cause FISE not to, amend, suspend or abrogate any of the provisions of the ESMF (and any environmental management plans prepared thereunder), RPF (and any resettlement action plans prepared thereunder) or IAPPF (and any indigenous peoples plans prepared thereunder) without the prior agreement of the Association.
2. Without limitation to the provisions of Section I.D.1 of this Schedule 2, the Recipient undertakes that, unless the Association shall otherwise agree: (a) all Subprojects shall be promoted, identified, appraised, approved, and monitored by FISE and, as applicable, carried out by the respective Eligible Municipality; and (b) all Alto Wangki y Bokay Investments shall be promoted, identified, appraised, approved, carried out and monitored by FISE, all in accordance with the procedures set forth in the Operational Manual, including the ESMF, RPF and the IAPPF.
3. The Recipient shall ensure, and/or shall cause FISE to ensure, that the terms of reference for any consultancy in respect of any Project activity under Parts 1, 2 and 3 of the Project shall be satisfactory to the Association following its review thereof, and to that end, such terms of reference shall duly incorporate the requirements of the Association's Safeguards Policies then in force, as applied to the advice conveyed through such technical assistance.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports.

The Recipient shall monitor and evaluate the progress of Parts 1, 2, and 3 of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the Performance Indicators



acceptable to the Association. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than sixty (60) days after the end of the period covered by such report.

B. Financial Management, Financial Reports and Audits.

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association as part of each Project Report, interim unaudited financial reports for the Project covering the pertinent calendar semester, in form and substance satisfactory to the Association.
3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than six months after the end of such period.
4. Not later than six months from the Effective Date, the Recipient shall ensure that the services for the carrying out of the external audits for Parts 1, 2, and 3 of the Project are contracted by FISE pursuant to requests for proposals (and terms of reference included therein) satisfactory to the Association.

Section III. Procurement

A. General.

1. **Goods, Works and Non-consulting Services.** All goods, works and Non-consulting Services required for Parts 1, 2, and 3 of the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for Parts 1, 2, and 3 of the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.



B. Particular Methods of Procurement of Goods, Works and Non-consulting Services.

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and Non-consulting Services shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and Non-consulting Services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding; (b) Shopping; (c) Direct Contracting; and (d) Community Participation procedures which have been found acceptable to the Association.

C. Particular Methods of Procurement of Consultants' Services.

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.
2. **Other Methods of Procurement of Consultants' Services.** The following methods, other than Quality and Cost-based Selection, may be used for procurement of consultants' services for those contracts which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants' Qualifications; (e) Single-source Selection of consulting firms; and (f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants (IC).

D. Review by the Association of Procurement Decisions.

The Procurement Plan shall set forth those contracts which shall be subject to the Association's Prior Review. All other contracts shall be subject to Post Review by the Association.

E. Special Provisions.

In addition and without limitation to any other provisions set forth in this Section or in the Procurement Guidelines or the Consultant Guidelines, the following principles of procurement shall expressly govern all procurement of goods, works, Non-consulting Services or consultants' services under Parts 1, 2, and 3 of the Project, as the case may be:

- (a) foreign bidders shall not be required to be registered with local authorities as a prerequisite for bidding;



- (b) no bids shall be rejected, and no provisional awards shall be made at the time of bid opening;
- (c) the invitation to bid shall not establish, for purposes of acceptance of bids, minimum or maximum amounts for the contract prices;
- (d) the invitation to bid shall not publish the estimated cost of the contract;
- (e) in the case of Shopping, a minimum of three quotations shall be obtained as a condition to award the contract;
- (f) unless the Association may otherwise agree, for the procurement of goods, works, and Non-consulting Services, the "best offer" shall be the one submitted by the bidder whose offer was determined to be the lowest evaluated bid and was found substantially responsive to the bidding document acceptable to the Association, provided further that the bidder was determined to be qualified to perform the contract satisfactorily;
- (g) bidders and consultants shall not be allowed to review or make copies of other bidder's bids or consultants' proposals, as the case may be. Likewise, bidders' and consultants' responses to requests of clarifications made by the procuring entity during the bidding process shall not be disclosed to other bidders or consultants, as the case may be. Finally, reports including recommendations for award shall not be shared with bidders and consultants prior to their publication;
- (h) eligibility criteria for the procurement of goods, works, Non-consulting Services and consulting services to be financed by the Financing shall be set forth in Section I of the Procurement Guidelines and of the Consultant Guidelines. Articles 17 and 18 of the Procurement Law shall not apply;
- (i) automatic rejection of bids or proposals, as the case may be, due to differences between bid or proposal prices and cost estimates being higher than predetermined percentages, shall not be allowed;
- (j) bidders shall have the possibility of procuring hard copies of bidding documents even if they are published on the Recipient's procurement portal;
- (k) unless so indicated in the applicable Association Standard Bidding Documents, pre-bid conferences shall not be conducted;
- (l) bid preparation terms shall not be reduced as a result of re-bidding;



- (m) consultants shall not be required to submit proposal and performance securities;
- (n) complaints shall be handled as indicated in the appendixes to the Procurement Guidelines and Consultant Guidelines;
- (o) the procurement of goods, works, and Non-consulting Services shall be carried out using standard bidding documents acceptable to the Association;
- (p) the Recipient, shall: (i) supply SEPA with the information contained in the initial Procurement Plan within 30 days after the Project has been approved by the Association; and (ii) update the Procurement Plan regularly, or as required by the Association, to reflect the actual Project implementation needs and progress and shall supply SEPA with the information contained in the updated Procurement Plan immediately thereafter; and
- (q) the invitations to bid, bidding documents, minutes of bid opening, requests for expressions of interest and the pertinent summary of the evaluation reports of bids and proposals of all goods, works, non-consulting and consultants' services shall be published in SISCAE, and in a manner acceptable to the Association. The bidding period shall be counted from the date of publication of the invitation to bid or the date of the availability of the bidding documents, whichever is later, to the date of bid opening.

F. Procurement of Emergency Expenditures under the IRM Part of the Project.

Notwithstanding any provision to the contrary in this Section, Emergency Expenditures required for the IRM Part of the Project shall be procured in accordance with the procurement methods and procedures set forth in the IRM Operations Manual.

Section IV. Withdrawal of the Proceeds of the Financing

A. General.

- 1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the Association and as made applicable to



this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing ("Category"), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Grant Allocated (SDR)	Amount of the Credit Allocated (US\$)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, Non-consulting Services, consultants' services, and/or Training under Parts 1, 2.C. and 3 of the Project	0	8,668,000	100%
(2) Goods, works, Non-consulting Services, and consultants' services:			
(a) for Subprojects under Part 2.A. of the Project;	3,703,185	4,300,000	100%
(b) for Subprojects under Part 2.B(i) and Alto Wangki y Bokay Investments under Part 2.B(ii) of the Project	6,496,815	0	
(3) Operating Costs under Part 1.C of the Project		1,332,000	100%
(4) Emergency Expenditures under Part 4 of the Project	0	0	100%
TOTAL AMOUNT	<u>10,200,000</u>	<u>14,300,000</u>	



For purposes of this table, the term:

- (a) "Training" means expenditures (other than for Non-consulting Services) for: (i) reasonable travel, room, board and *per diem* incurred by trainers, training facilitators, and trainees in connection with the training activities under Parts 1, 2, and 3 of the Project; (ii) course fees; (iii) training facility rentals; and (iv) training material preparation, acquisition, reproduction and distribution;
- (b) "Operating Costs" means the incremental expenditures incurred on account of Project implementation, including office equipment and supplies, vehicle operation and maintenance, communication and insurance costs, office administration costs, utilities, travel, *per diem* and supervision costs (none of which would have been incurred absent the Project); and excluding salaries of locally contracted employees; and
- (c) "Non-consulting Services" means the reasonable expenditures incurred on account of Project implementation to cover reasonable costs of data collection services and other services which are not rendered by consultants, and which are not covered in the definitions of Training and Operating Costs set forth in paragraphs (a) and (b) above.

B. Withdrawal Conditions; Withdrawal Period.

- 1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) for payments made prior to the date of this Agreement; or
 - (b) under Category (4), for Emergency Expenditures under Part 4 of the Project, unless and until the Association is satisfied and notifies the Recipient of its satisfaction, that all of the following conditions have been met in respect of said activities:
 - (i) the Recipient has determined that an Eligible Emergency has occurred, has furnished to the Association a request to include said activities in the IRM Part in order to respond to said Eligible Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;
 - (ii) the Recipient has prepared and disclosed all safeguards instruments required for said activities, and the Recipient has implemented any actions which are required to be taken under



said instruments, all in accordance with the provisions of Section V.C.3.(b) of Schedule 2 to this Agreement;

- (iii) the Recipient's Coordinating Authority has adequate staff and resources, in accordance with the provisions of Section V.C.2 of this Schedule 2 to this Agreement, for the purposes of said activities; and
- (iv) the Recipient has adopted an IRM Operations Manual in form, substance and manner acceptable to the Association and the provisions of the IRM Operations Manual remain or, if applicable, have been updated in accordance with the provisions of Section V.C.1(c) of this Schedule 2 so as to be appropriate for the inclusion and implementation of said activities under the IRM Part.

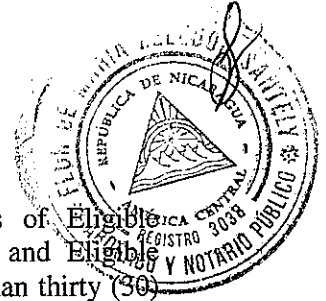
2. The Closing Date is July 31, 2019.

Section V. Other Undertakings

A. Annual Technical Audits.

The Recipient shall cause FISE to:

- (a) not later than November 30 of each year of Project implementation, starting on November 30 of the year following the year of the Effective Date, cause independent auditors of experience and qualifications satisfactory to the Association and operating under terms of reference satisfactory to the Association, to carry out, during each year of Project implementation physical audits of a sample of Subprojects and Alto Wangki y Bokay Investments, so as to review individual contracts and agreements, ascertain compliance with their terms and conditions, inspect physical progress of civil works and reconcile it with financial expenses incurred, and verify, as applicable, compliance with the ESMF and the respective environmental management plans, the IAPPF, and the respective indigenous peoples plans; and the RPF and the respective resettlement plans;
- (b) not later than April 30 of each year of Project implementation, starting on April 30 of the second year following the year of the Effective Date, furnish to the Association the report of each such audit by said auditors; and
- (c) (i) not later than May 31 of each year of Project implementation, starting on May 31 of the second year following the year of the Effective Date,



review the results of such audits with representatives of Eligible Municipalities, the governments of RAAN and RAAS, and Eligible Communities involved in Project activities; (ii) not later than thirty (30) calendar days after said review, adopt or cause to be adopted, as the case may be, a plan satisfactory to the Association, to carry out the necessary actions to address any findings resulting from said audits, including the Association's comments thereon, if any; and (iii) immediately thereafter, implement or cause to be implemented, each plan in accordance with its terms and in a manner satisfactory to the Association.

B. Annual Procurement Audits.

The Recipient shall cause FISE to:

- (a) not later than November 30 of each year of Project implementation, starting on November 30 of the year following the year of the Effective Date, cause independent auditors of experience and qualifications satisfactory to the Association and operating under terms of reference satisfactory to the Association, to carry out annual procurement audits for each year of Project implementation, and have all the procurement records and documentation for each fiscal year of the Project audited, in accordance with appropriate procurement auditing principles;
- (b) not later than April 30 of each year of Project implementation, starting on April 30 of the second year following the year of the Effective Date, furnish to the Association the procurement audit report of each such audit by said auditors, of such scope and in such detail as the Association shall have reasonably requested;
- (c) furnish to the Association or to said auditors such other information concerning said procurement records and documentation as the Association shall from time to time reasonably request; and
- (d) (i) not later than May 31 of each year of Project implementation, starting on May 31 of the second year following the year of the Effective Date, review the results of such audits with the Association; and (ii) not later than thirty (30) calendar days after said review adopt or cause to be adopted, as the case may be, a plan satisfactory to the Association, to carry out the necessary actions to address any findings resulting from said audits.



C. Immediate Response Mechanism.

In order to ensure the proper implementation of Part 4 of the Project (“Contingent Emergency Response”) (“IRM Part”), the Recipient shall take the following measures:

1. The Recipient shall:
 - (a) prepare and furnish to the Association for its review and approval, an operations manual which shall set forth detailed implementation arrangements for the IRM Part, including: (i) designation of, terms of reference for and resources to be allocated to, the entity to be responsible for coordinating and implementing the IRM Part (“Coordinating Authority”); (ii) specific activities which may be included in the IRM Part, Eligible Expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial management arrangements for the IRM Part; (iv) procurement methods and procedures for Emergency Expenditures to be financed under the IRM Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) environmental and social safeguard management frameworks for the IRM Part, consistent with the Association’s policies on the matter; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the IRM Part;
 - (b) afford the Association a reasonable opportunity to review said proposed operations manual;
 - (c) promptly adopt such operations manual for the IRM Part as shall have been approved by the Association (“IRM Operations Manual”);
 - (d) ensure that the IRM Part is carried out in accordance with the IRM Operations Manual; provided, however, that in the event of any inconsistency between the provisions of the IRM Operations Manual and this Agreement, the provisions of this Agreement shall prevail; and
 - (e) not amend, suspend, abrogate, repeal or waive any provision of the IRM Operations Manual without prior approval by the Association.
2. The Recipient shall, throughout the implementation of the IRM Part, maintain the Coordinating Authority, with adequate staff and resources satisfactory to the Association.
3. The Recipient shall undertake no activities under the IRM Part (and no activities shall be included in the IRM Part) unless and until the following conditions have been met in respect of said activities:



- (a) the Recipient has determined that an Eligible Emergency has occurred, has furnished to the Association a request to include said activities in the IRM Part in order to respond to said Eligible Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
- (b) the Recipient has prepared and disclosed all safeguards instruments required for said activities, in accordance with the IRM Operations Manual, the Association has approved all such instruments, and the Recipient has implemented any actions which are required to be taken under said instruments.



SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each April 15 and October 15: commencing on April 15, 2024 to and including October 15, 2033	1%
commencing on April 15 2034 to and including October 15, 2053	2%

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03 (b) of the General Conditions.



APPENDIX

Section I. Definitions

1. “Alto Wangki y Bokay Area” means the area within the Recipient’s territory that corresponds to the demarcated indigenous territories of the Miskitu Indian Tasbaika Kum, Mayangna Sauni Bu and Kipla Sait Tasbaika.
2. “Alto Wangki y Bokay Investments” means any water and sanitation investments referred to in Part 2.B.(ii) of the Project that are designed to increase coverage of WSS services in the rural areas of the Alto Wangki y Bokay Area and satisfy the eligibility criteria set forth in the Operational Manual.
3. “ANA” means the Recipient’s *Agencia Nacional del Agua*, established as a legal entity and functioning pursuant to the Water Law, and Regulation No 44 published in the Recipient’s Official Gazette No. 169 of September 4, 2007.
4. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011.
5. “Association’s Safeguards Policies” means the operational policies and procedures set forth in the World Bank Operations Manual under OP/BPs 4.01, 4.04, 4.09, 4.10, 4.11, 4.12, 4.36, 4.37, 7.50, and 7.60, as published under www.worldbank.org/opmanual.
6. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
7. “CAPS” means *Comités de Agua Potable y Saneamiento*, the Recipient’s Water Supply and Sanitation Committees created pursuant to Recipient’s Law No. 722 published in the Recipient’s Official Gazette No. 111 of June 14, 2010.
8. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011.
9. “Coordinating Authority” means the entity or entities designated by the Recipient in the IRM Operations Manual and approved by the Association pursuant to Section V.C.1(a) of Schedule 2 to this Agreement, to be responsible for coordinating the IRM Part of the Project.
10. “Eligible Community” means any community in the Alto Wangki y Bokay Area which meets the criteria set forth in the Operational Manual to benefit from the carrying out of an Alto Wangki y Bokay Investment.



11. “Eligible Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient associated with a natural or man-made crisis or disaster.
12. “Eligible Municipality” means any Municipality which meets the criteria set forth in the Operational Manual to participate in Parts 1, 2, and 3 of the Project, including the carrying out of Subprojects.
13. “Environmental and Social Management Framework” or “ESMF” means the Recipient’s framework for the environmental and social management of the Project disclosed by the Recipient on December 4, 2013, and through the Association’s Infoshop on December 5, 2013, which contains, *inter alia*, guidelines for the carrying out of environmental assessments and for the preparation and implementation of environmental management plans, when applicable, as such framework may be amended from time to time with the prior agreement of the Association.
14. “Emergency Expenditure” means any of the Eligible Expenditures set forth in the IRM Operations Manual in accordance with the provisions of Section V.C.1.(a) of Schedule 2 to this Agreement and required for the activities included in the IRM Part of the Project.
15. “ENACAL” means *Empresa Nicaragüense de Acueductos y Alcantarillados Sanitarios*, the Recipient’s National Water and Sanitation Enterprise established as a legal entity pursuant to the Recipient’s Law No. 276 published in the Recipient’s Official Gazette No. 12 of January 20, 1998.
16. “FISE” means *Fondo de Inversión Social de Emergencia*, the Recipient’s Emergency Social Investment Fund, a public, autonomous and decentralized legal entity of the Recipient established and operating pursuant to the FISE Legislation.
17. “FISE Legislation” means the Recipient’s Decree No. 59-90, dated November 21, 1990 and published in the Recipient’s Official Gazette No. 240 of December 13, 1990, as amended by the following decrees of the Recipient:
 - a. Decree No. 43-94, dated October 28, 1994 and published in the Recipient’s Official Gazette No. 203 of October 31, 1994;
 - b. Decree No. 3-97, dated January 27, 1997 and published in the Recipient’s Official Gazette No. 25 of February 5, 1997;
 - c. Decree No. 57-98, dated August 28, 1998 and published in the Recipient’s Official Gazette No. 167 of September 4, 1998;



- d. Decree No. 109-2004, dated September 28, 2004 and published in the Recipient's Official Gazette No. 191 of October 1, 2004; and
 - e. Decree No. 12-2007, dated January 25, 2007 and published in the Recipient's Official Gazette No. 21 of January 30, 2007.
- 18. "General Conditions" means the "International Development Association General Conditions for Credits and Grants", dated July 31, 2010.
 - 19. "IAPPF" means the Recipient's Indigenous and Afro-Caribbean Peoples Planning Framework for the Project disclosed by the Recipient on December 4, 2013 and through the Association's Infoshop on December 5, 2013, which contains, *inter alia*, guidelines for the preparation and implementation of indigenous peoples plans, when applicable, as may be amended from time to time with the prior agreement of the Association.
 - 20. "Immediate Response Mechanism Operations Manual" and "IRM Operations Manual" each means the operations manual referred to in Section V.C.1(c) of this Agreement, to be adopted by the Recipient for the IRM Part of the Project in accordance with the provisions of said Section.
 - 21. "INAA" means *Instituto Nicaragüense de Acueductos y Alcantarillado Sanitario*, the Recipient's water supply and sanitation sector regulator, established as a legal entity and functioning pursuant to the Recipient's Presidential Decree No. 20 published in the Recipient's Official Gazette No. 3 of August 24, 1979, the Recipient's Presidential Decree No. 123, published in the Recipient's Official Gazette No. 44 of October 30, 1979, and the Recipient's Law 275, published in the Recipient's Official Gazette No. 18 of January 28, 1988.
 - 22. "IRM Part of the Project" and "IRM Part" each means Part 4 of the Project.
 - 23. "Municipality" means an autonomous entity established pursuant to the Municipality Law.
 - 24. "Municipality Law" means the Recipient's Law No. 40 published in the Recipient's Official Gazette No. 155 of August 17, 1988, as amended by Law No. 261, published in the Recipient's Official Gazette No. 162 on August 26, 1997, setting forth, *inter alia*, the provisions for municipal organization, composition, governance, competencies, and budget matters.
 - 25. "Operational Manual" means the manual for the implementation of the Project referred to in Section I.D.1 of Schedule 2 to this Agreement, and which shall be comprised by, *inter alia*, the information referred to in said Section and the following information: (i) an updated *Manual de Ejecución de Proyectos de Agua y Saneamiento Rural* (MEPAS); (ii) an updated *Reglamento Operativo*; and



(iii) an updated *Manual Operativo de los Proyectos Guidados por la Comunidad (PGC)*, as the same may be further updated or amended from time to time with the prior approval of the Association.

26. "Performance Indicators" means the indicators for monitoring and evaluation of the Project, set forth in the Operational Manual.
27. "Pilot Subprojects" means activities and minor works under Part 3 of the Project aimed at testing new approaches to needs in the areas of water quality, resilience to climate change and natural disasters, operation and maintenance strategies, and innovative technologies for rural WSS access, all in Selected Municipalities and selected pursuant to criteria set forth in the Operational Manual.
28. "PISASH" means *Programa Integral Sectorial de Agua y Saneamiento Humano de Nicaragua*, the Recipient's National Water and Sanitation Sector Strategy Plan, approved by memorandum MHCP-DM-E-0196-07-13 of the Recipient's Ministry of Finance, dated July 24, 2013.
29. "Procurement Guidelines" means the "Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011.
30. "Procurement Law" means *Ley de Contrataciones del Estado*, the Recipient's Law No. 737, which was enacted on November 4, 2010 and published in the Recipient's Official Gazette No. 213 of November 8, 2010.
31. "Procurement Plan" means the Recipient's procurement plan for the Project, dated January 16, 2014 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
32. "Project Committee" means a committee referred to in Section I.A.2 of Schedule 2 to this Agreement established for each of the RAAS, RAAN, and Alto Wangki y Bokay Area, pursuant to the criteria set forth in the Operational Manual.
33. "RAAN" means *Región Autónoma del Atlántico Norte*, the Recipient's Autonomous Region of the Northern Atlantic.
34. "RAAS" means *Región Autónoma del Atlántico Sur*, the Recipient's Autonomous Region of the Southern Atlantic.
35. "Resettlement Policy Framework" or "RPF" means the Recipient's resettlement policy framework for the Project disclosed by the Recipient on December 4, 2013, and through the Association's Infoshop on December 5, 2013, which contains, *inter alia*, guidelines for the preparation and implementation of

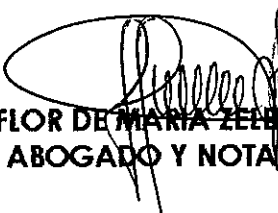


resettlement action plans, when applicable as may be amended from time to time with the prior agreement of the Association.

36. "Selected Municipality" means any Municipality selected pursuant to the criteria set forth in the Operations Manual to participate under Part 2.C of the Project.
37. "SEPA" means *Sistema de Ejecución de Planes de Adquisiciones*, the Association's Procurement Plan Execution System.
38. "SIASAR" means *Sistema de Información de Agua y Saneamiento Rural*, the Recipient's system for rural water and sanitation data collection, analysis, and dissemination.
39. "SISCAE" means *Sistema de Contrataciones Administrativas Electrónicas*, the Recipient's Electronic Procurement System established by the Procurement Law.
40. "Subsidiary Agreement" means the agreement between the Recipient and FISE for the transfer of the proceeds of the Financing on a grant (non-reimbursable) basis, as said agreement may be amended from time to time with the prior agreement of the Association.
41. "Subproject" means any group of investments or activities under Parts 2A, 2.B(i), or Part 3 of the Project (if the event mentioned in Section I.A.3 of Schedule 2 occurs) which meet the eligibility criteria set forth in the Operational Manual.
42. "Subproject Agreement" means any of the agreements entered into in accordance with Section I.E.1(a) of Schedule 2 to this Agreement.
43. "UMAS" means, *Unidades Municipales de Agua y Saneamiento*, the administrative units in charge of water and sanitation established under the Recipient's Municipalities, as well as under the governments of the RAAN and RAAS, and under the territorial authorities in the Alto Wangki and Bokay Area.
44. "Water Law" means the Recipient's Law No. 620 (*Ley General de Aguas Nacionales*), which was enacted on May 15, 2007 and published in the Recipient's Official Gazette No. 169 of September 4, 2007.
45. "WSS" means water supply and sanitation.
46. "WSS Sector Support Institutions" means, ENACAL, INAA, ANA, the Recipient's Ministry of Environment (or any successor thereto), or any other public institutions of the Recipient with administrative jurisdiction over the rural water supply and sanitation sector.

FICACION.- FLOR DE MARIA ZELEDON SANTELY, Abogado y Notario Público de la República de Nicaragua, de este domicilio y residencia, autorizada por la Corte Suprema de Justicia para cartular en un quinquenio que expira el veintitrés de mayo del año dos mil diecisiete, de conformidad con el Decreto N° 1690 del 26 de Febrero de 1970 publicada en La Gaceta No. 124 del 5 de Junio de 1970 y su Reforma contenida en la Ley N° 16 del 17 de Junio de 1986, publicada en La Gaceta No. 130 del 23 de Junio de 1986.

CERTIFICO: Que el documento que antecede, está conforme con su original, con el que fue debidamente cotejado y consta de treinta y un (31) folios, que rubrico, firmo y sello. Managua, ocho de Abril del año dos mil catorce.


FLOR DE MARIA ZELEDON SANTELY
ABOGADO Y NOTARIO PÚBLICO

